

THE U.S. FOREST SERVICE AND THE U.S. GENERAL SERVICES ADMINISTRATION  
INVITES YOU TO PARTICIPATE IN THE PURCHASE OF PROPERTIES OF THE

# TREASURES OF THE SAN GABRIEL MOUNTAINS California

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**Sale Type:** Online Auction

**Start Date:** March 14, 2005

**End Date:** Based on Bidding

**Suggested**

**Opening Bid:** Sierra Madre:  
Parcel A: \$ 600,000  
Parcel B: \$ 600,000  
Parcels A&B: \$ 1,200,000  
Glendora: \$ 240,000

**Registration**

**Deposit:** Sierra Madre:  
Parcel A: \$ 25,000  
Parcel B: \$ 25,000  
Parcels A&B: \$ 50,000  
Glendora: \$ 15,000

**Bid Increment:**

Sierra Madre: \$10,000

Glendora: \$5,000

**For More Sales Information**

Fabian Huey  
1-888-472-5263 (GSA-LAND), ext. 3408  
e-mail: [fabian.huey@gsa.gov](mailto:fabian.huey@gsa.gov)

Jan DiVito  
1-888-472-5263 (GSA-LAND), ext. 3436  
e-mail: [jeanette.divito@gsa.gov](mailto:jeanette.divito@gsa.gov)

**Send Bid Form & Registration Deposit to:**

U.S. General Services Administration  
Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94102-3400  
Attn: Fabian Huey, Realty Officer

**Web Page**

<http://propertydisposal.gsa.gov>

Click on state of California to view and  
download Property sales information

**Online Auction**

[www.auctionrp.com](http://www.auctionrp.com)

Register and submit your bid

**Need More Online Information?**

Contact Gina Arias-Arrieta  
1-888-472-5263 (GSA-LAND), ext. 3431  
e-mail: [gina.arias-arrieta@gsa.gov](mailto:gina.arias-arrieta@gsa.gov)

**24-hour Bid Hotline Recording**

Call Toll Free 1-888-472-5263  
(888-GSA-LAND), Enter Property Code

Sierra Madre Parcel A – 201  
Sierra Madre Parcel B – 202  
Sierra Madre Parcels A&B – 203

Glendora Parcel - 204

**Inspection Opportunities:**

Tues., Mar. 15, 2005 11 am – 2:00 pm  
Sun., Mar. 20, 2005 12:00 pm – 4:00 pm  
Sun., Apr. 3, 2005 12:00 pm – 4:00 pm  
Sun., Apr. 10, 2005 12:00 pm – 4:00 pm

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# SECTION ONE

## SIERRA MADRE

Parcel A – West Lot 0.52 acre

Parcel B – East Lot 0.45 acre

### PROPERTY DESCRIPTION

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#### 1. LOCATION

The property is located at 2225 and 2235 Santa Anita Avenue in Sierra Madre, Los Angeles County, California. The site is located in a residential area at the north end of Santa Anita Avenue approximately 1.5 miles north of the Foothill Freeway (Interstate 210). The property was used for residential housing for Forest Service personnel.

#### 2. DESCRIPTION

The property is approximately one acre. The site was acquired by the United States Forest Service (USFS) in 1932 and 1933. The original buildings were constructed between 1936 and 1940. The site is primarily flat, with an elevated terrace on the north portion of the property. The grounds are landscaped with grass and shrubs, and mature oaks are located onsite. Stone walls, curbs, and retaining walls have been constructed throughout the property. The property is divided into two parcels. Parcel A consists of 0.52 acres and includes a 1,400 square foot residence containing 3 bedrooms, one bath, with a 1,650 square foot garage/workshop. Parcel B consists of 0.45 acres and includes a 1,100 square foot house containing 2 bedrooms and one bath.

#### 3. DIRECTIONS

From Interstate 210, exit Santa Anita North and continue north to 2225 and 2235 Santa Anita Ave.

#### 4. LEGAL DESCRIPTION

##### Parcel A – West Lot

That portion of fractional Section 16, Township 1 North, Range 11 West, San Bernardino Meridian, in the City of Sierra Madre, County of Los Angeles, according to the Official Plat of the surface of said land on file in the Bureau of Land Management, described as follows:

Beginning at an angle point in the boundary line of the P.H. Lannan property, as per map recorded in Book 7 Page 23 of maps, records of said county, at the westerly extremity of that certain southerly line thereof, shown on said map as having a bearing of North 89° 55' East, and a length of 910 feet. Said point is monumented with a 2 inch iron pipe as shown on Tract Map No. 17951, recorded in Book 558, Page 17 and 18 of maps, records of said county. Thence southerly, along an easterly line of said P.H. Lannan property, 161.51 feet; thence easterly, parallel with said southerly line, 295.31 feet; more or less, to the westerly line of Santa Anita Canyon Road, as described in deed to City of Sierra Madre, recorded in Book 11036, Page 149, Official Records of said county; thence northerly, along said westerly line, 20.53 feet to a line parallel with said southerly line of P.H. Lannan property; thence westerly along said parallel line 170.70 feet, more or less, to a line which is parallel with said easterly line of P.H. Lannan property and 120 feet easterly therefrom. Thence northerly, along said parallel line, 141.51 feet more or less, to said southerly line of P.H. Lannan property; thence westerly along

said southerly line 120.00 feet to the point of beginning.

This parcel contains 0.52 acres.

### **Parcel B – East Lot**

That portion of fractional Section 16, Township 1 North, Range 11 West, San Bernardino Meridian, in the City of Sierra Madre, County of Los Angeles, according to the Official Plat of the surface of said land on file in the Bureau of Land Management, described as follows:

Beginning at an angle point in the boundary line of the P.H. Lannan property, as per map recorded in Book 7 Page 23 of maps, records of said county, at the westerly extremity of that certain southerly line thereof, shown on said map as having a bearing of North 89° 55' East, and a length of 910 feet. Said point is monumented with a 2 inch iron pipe as shown on Tract Map No. 17951, recorded in Book 558, Page 17 and 18 of maps, records of said county. Thence easterly on said boundary line 120.00 feet to the TRUE POINT OF BEGINNING; thence southerly, 141.51 feet, along a line that is parallel with the easterly line of said P.H. Lannan property; thence easterly, parallel with said southerly line, 170.70 feet, more or less, to the westerly line of Santa Anita Canyon Road, as described in deed to City of Sierra Madre, recorded in Book 11036, Page 149, Official Records of said county; thence northerly, along said westerly line, 149.13 feet more or less, to the hereinbefore mentioned southerly line of said P.H. Lannan property; thence westerly along said southerly line, 123.17 feet, more or less, to the True Point of Beginning.

This parcel contains 0.48 acres.

### **5. ASSESSOR'S PARCEL NUMBER**

The entire property has an assessor parcel number of 5764-002-900. The assessor's

office will need to assign an assessor parcel number once the property is conveyed.

### **6. ACCESS**

The property has legal access from Santa Anita Avenue.

### **7. UTILITIES**

Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities.

All existing utility lines for Parcel A cross Parcel B without any existing or implied easement. A short portion of the sewer line for Parcel B crosses Parcel A without an existing or implied easement.

**Electricity:** Southern California Edison  
(800)665-4555  
**Telephone:** GTE  
(800)427-2200  
**Gas:** Southern California Gas Co.  
(800)427-2200  
**Sewer:** L.A. County Sanitation Dist.  
(626)355-7135  
**Water:** City of Sierra Madre  
(626)355-7135  
**Trash:** Athens Disposal  
(626)336-6100  
**Cable TV:** Adelphia  
(626)574-7171

### **8. ENVIRONMENTAL NOTICES**

#### **Notice of Hazardous Substance Activity**

(A) Based on a complete search of agency files, in accordance with regulations issued by the U.S. Environmental Protection Act at 40 CFR, Part 373, GSA has determined that there is no evidence to indicate that hazardous substance activity took place on the property. A hazardous substance

covenant will be included in the conveyance document.

(B) A Phase 1 Environmental Site Assessment performed on this property identified chemicals stored in the garage of this property. The stored material was removed and legally disposed of on December 3, 2003.

### **Notice of Lead Based Paint and Asbestos**

(A) Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

(B) Interested bidders are informed that a survey to identify asbestos containing material and lead based paint was performed in the structures on this property. Both asbestos containing material and lead based paint were found in the structures. Lead containing interior paint surfaces were re-painted with lead free paint, in a mitigative effort to encapsulate the lead paint pursuant to Subpart F of the 1999 HUD regulation. The interior friable asbestos containing materials were also encapsulated by the new paint.

(C) Interested parties are invited, urged, and cautioned to inspect the offered property prior to submitting a bid. Interested parties shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead based paint or hazards concerns. The property is being

sold "AS IS" and the purchaser agrees to hold the Government harmless from any health problems that may result from lead based paint. The appropriate hold harmless clause will be included in the transfer document.

(D) The Phase 1 report and the asbestos/lead paint report are available for review upon request.

### **CERCLA Notification**

(A) Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that an undetermined amount of hazardous materials, including pesticides, paint and petroleum products have been stored on the property from 1908 through the present. All hazardous materials will be removed prior to conveyance of the property.

(B) Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof

found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(1) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by

the Grantee, its successor(s) or assign(s), or any party in possession.

(C) Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

# SECTION TWO

## GLENDORA

### PROPERTY DESCRIPTION

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#### 1. LOCATION

The property is located in the City of Glendora, California, approximately 27 miles from downtown Los Angeles, in the eastern portion of Los Angeles County.

#### 2. DESCRIPTION

The site consists of a vacant lot totaling 0.17 acres located at the southeast corner of Loraine and Bennett Avenues.

#### 3. DIRECTIONS

From Interstate 210, exit at Grand Avenue and proceed north to Foothill. Make a left turn (east) to Loraine Avenue and continue to Bennett Avenue.

#### 4. LEGAL DESCRIPTION

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

That portion of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 29, Township 1 North, Range 9 West, San Bernardino Meridian, according to the Official Plat thereof, described as follows:

Beginning at the intersection of a line that is parallel with and distance southerly 30 feet (measured at right angles) from the Southerly line of Tract No. 21376, as per map recorded in Book 554 Page 36 of Maps, in the Office of the County Recorder of said county, with the Easterly line of Loraine Avenue (65 feet wide) as shown on said map of Tract No. 21376; thence east along said parallel line a distance of 150 feet; thence south 50 feet; thence

west 150 feet to said Easterly line of Loraine Avenue; thence along said Loraine Avenue, north 50 feet to the point of beginning.

#### 5. ASSESSOR'S PARCEL NUMBER

The assessor's parcel number is 8658-016-900.

#### 6. ACCESS

The property has legal access from Loraine and Bennett Avenues.

#### 7. UTILITIES

Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities.

**Electricity:** Southern California Edison  
(800) 611-1911

**Telephone:** Verizon  
(800) 483-3000

**Gas:** Southern California Gas  
(800) 427-2200

**Sewer:** L.A. County Sanitation District  
(626) 914-8246

**Water:** City of Glendora  
(626) 914-8239

**Trash:** Athens Disposal  
(626) 336-6100

**Cable TV:** Adelphia - (626) 423-2233

#### 8. ENVIRONMENTAL NOTICES AND COVENANTS

a. A Phase 1 Environmental Site Assessment performed on this property states that "no hazardous wastes were

noted at the time of the site visit." The Phase 1 assessment found "no evidence of environmental concerns warranting investigation of the property." And

concluded that "no recognized environmental conditions were identified."

b. The Phase I report is available for review upon request.

# GENERAL TERMS OF SALE

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## 1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders, Environmental Notices and Special Terms of Sale, and any provisions of the Bid For Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

## Inspection Opportunities:

Tues., Mar. 15, 2005	11 am – 2:00 pm
Sun., Mar. 20, 2005	12:00 pm – 4:00 pm
Sun., Apr. 3, 2005	12:00 pm – 4:00 pm
Sun., Apr. 10, 2005	12:00 pm – 4:00 pm

## 4. CONDITION OF PROPERTY

The property is offered for sale and will be sold **"AS IS"** and **"WHERE IS"** without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and NO claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening.

## 5. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

a) Based on a complete search of agency files, in accordance with regulations issued by the U.S. Environmental Protection Act at 40 CFR, Part 373, it has determined that there is no evidence to indicate that hazardous substance activity took place on the property.

b) A hazardous substance covenant will be included in the conveyance document.

## 6. ZONING

The Sierra Madre property is located within the City of Sierra Madre, California and zoned R1-15. No less than 15,000 square feet per lot size.

The Glendora property is located within the City of Glendora, California and zoned E4-Single Family Estate. Minimum lot size 8,500 square feet. There are setbacks required. Front setback 25 feet, side setback 7 feet, street side setback 15 feet



and rear setback 35 feet. **The City of Glendora Planning Department has determined that, although this parcel is smaller than the minimum lot size, it is suitable for development as a single-family residence, subject to the setback requirements mentioned above.**

Verification of the present zoning and determination of permitted uses, thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale agreement.

## **7. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 days.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

## **8. TAXES AND CLOSING COSTS**

As of the date of conveyance of the property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees shall be borne solely by the successful bidder.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any title evidence which may be desired by the successful bidder will be procured by him at his/her sole cost and expense. The Government will, however, cooperate with the successful bidder or his/her authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title,

judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

## **12. TITLE**

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

## **13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The Government shall set a sale closing date, said date to be not later than sixty (60) calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

The Government does not mandate use of a particular title company. However, the successful bidder may, and is encouraged to, open an escrow account with a local title company.

## **14. DELAYED CLOSING**

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part

of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

## **15. CONTRACT**

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government. Any assignment transaction without such consent shall be void.

## **16. SALE AND CONVEYANCE**

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

## **17. DOCUMENTARY STAMPS AND COST OF RECORDING**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and

security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

**The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:**

GSA Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102-3400  
Attn: Clark Van Epps, Director

#### **17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. General Services Administration employees are prohibited from bidding on the property offered in the IFB.

#### **18. ANTI TRUST LAWS**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

# ONLINE AUCTION INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction starts on March 14, 2005 at 9:00 a.m. PST.

## 2. TYPE OF SALE

This sale will be an online auction conducted via the Internet. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Section 11, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. SUGGESTED OPENING BID

Bids may be submitted individually for each parcel or for both parcels together. All bids will be considered on their own merit. The high bid for each parcel will be compared to the high bid for the entire Sierra Madre property, if any. An award will be made in the best interest of the Government.

The suggested opening bid is

Sierra Madre: Parcel A: \$600,000  
Parcel B: \$600,000  
Parcels A&B: \$1,200,000

Glendora: \$240,000

The suggested opening bid amounts do not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

## 5. REGISTRATION DEPOSIT

a) A registration deposit in the amount of **\$25,000 for each for Sierra Madre parcel (A or B)**, or **\$50,000 for Parcels A&B**; and a deposit in the amount of **\$15,000 for the Glendora parcel** must accompany your Bidder Registration and Bid Form in form of a cashier's check, certified check, or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. To register to bid and if you are prepared to make an initial bid, **please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send to:**

GSA Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102-3400  
Attn: Fabian Huey, Realty Officer

b) Please make your check or money order payable to: **"U.S. General Services Administration"**.

c) Deposits by credit card may be made over the Internet by following the instructions on the online auction site: [www.auctionrp.com](http://www.auctionrp.com) or by using the enclosed Registration Deposit by Credit Card form. Only upon GSA's verification of your registration deposit will you be allowed to bid online or by submission of a written bid.

d) Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an

additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.

e) Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

f) Appropriate registration deposits accompanying bids that are rejected will be returned to bidders without interest.

g) Registration deposits received from the two highest bidders will be held as stipulated in **Section 14, Backup Bidder**. All other registration deposits will be returned.

## 6. BIDDER REGISTRATION AND BIDS

a) Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

b) The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Form must be signed and dated.

c) To register online, bidders should return to GSA their original signed and

completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

## 7. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password can be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

## 8. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). They may also submit increased bids in person, by U.S. mail or private delivery services. By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

## 9. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online

auction web site at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site.

Bidders may also review the property information at our Home Page <http://propertydisposal.gsa.gov>.

Bidders may also call our 24-hour bid hotline at **1-888-472-5263 (GSA-LAND)** and enter the Property Code to hear the current high bid.

	<u>Property Code</u>
Sierra Madre Parcel A:	201
Parcel B:	202
Parcel A&B:	203
Glendora Parcel:	204

The online auction site is updated immediately when new bids are received. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours.

Bidders will be notified via the auction web site and the hotline recording when bidding will be closed. **If your bid is not accurately shown on the web page, then you should call GSA at 1-888-472-5263 (GSA-LAND), ext. 3431 or ext. 3408.** Bidders are urged to pay close attention to the auction web page and recording, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 10. INCREASING YOUR BID

If you learn from the auction web page or the recorded message that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid

forms unless you are bidding online. Official bid forms may be photocopied. **Increased bids for the Sierra Madre parcels must be at least Ten Thousand Dollars (\$10,000.00) more than the previous high bid in order to be considered. Increased bids for the Glendora parcel must be at least Five Thousand Dollars (\$5,000.00) more than the previous high bid in order to be considered.** The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted bid, bidders may use one of the following methods: in person, U.S. Mail, private delivery services, or online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. Mail, on-line, etc., the first bid received will be recognized.

## 11. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the auction web page [www.auctionrp.com](http://www.auctionrp.com) and on the GSA bid hotline recording. If no increased bid is received by 3 p.m. Pacific Daylight or Standard Time (PST) on the date set for receipt for final bids, then bidding will close at 3 p.m. on that same date. If an increased bid **is** received on a timely basis, then bidding will be continued over until the **next business day** on the same terms. Thereafter, bidding will only be continued to the next business day **if** an increased bid is received each day by 3:00 p.m. There is no advantage to waiting until the last minute to bid.

## 12. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

### **13. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

### **14. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder

will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

### **15. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

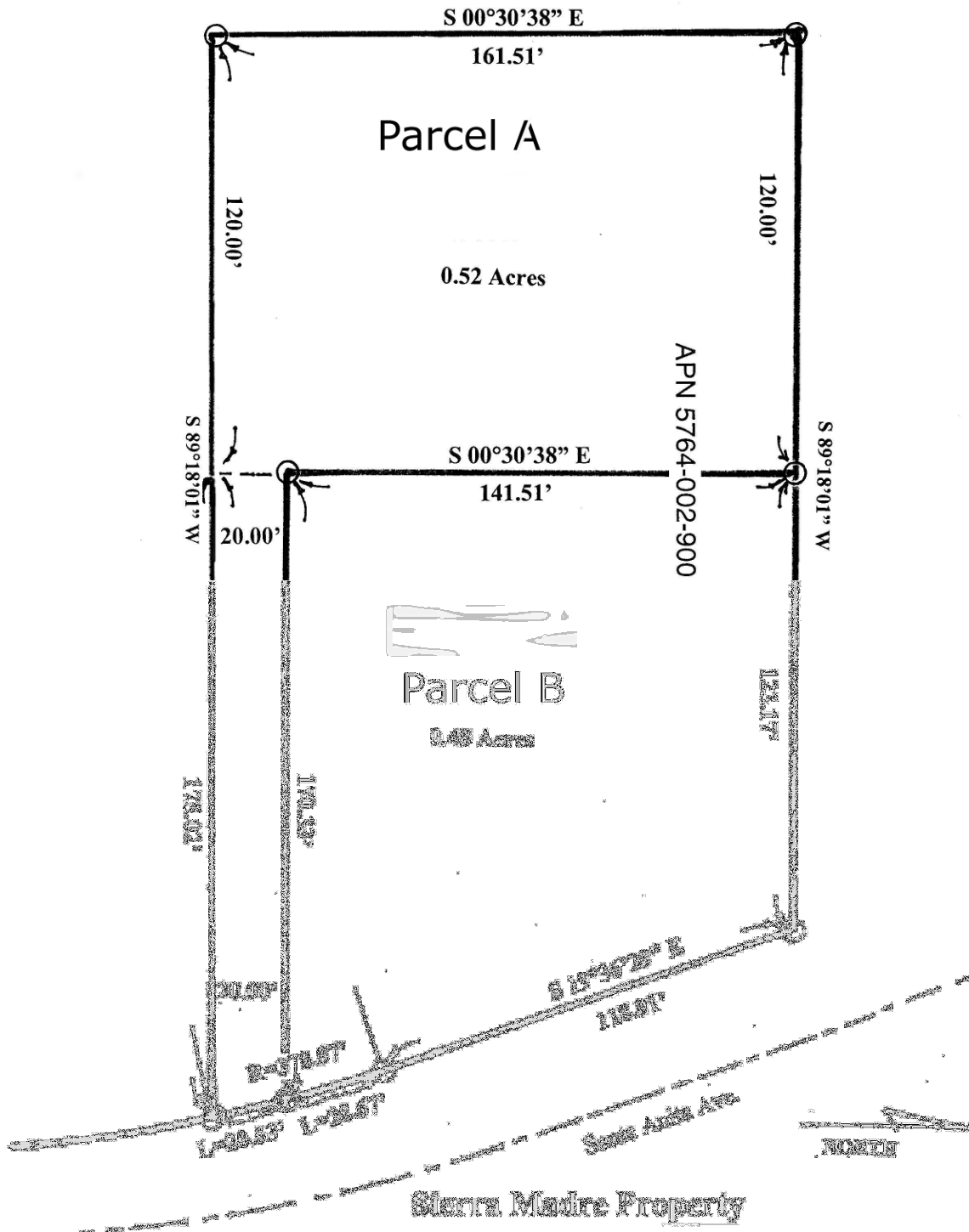
### **16. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

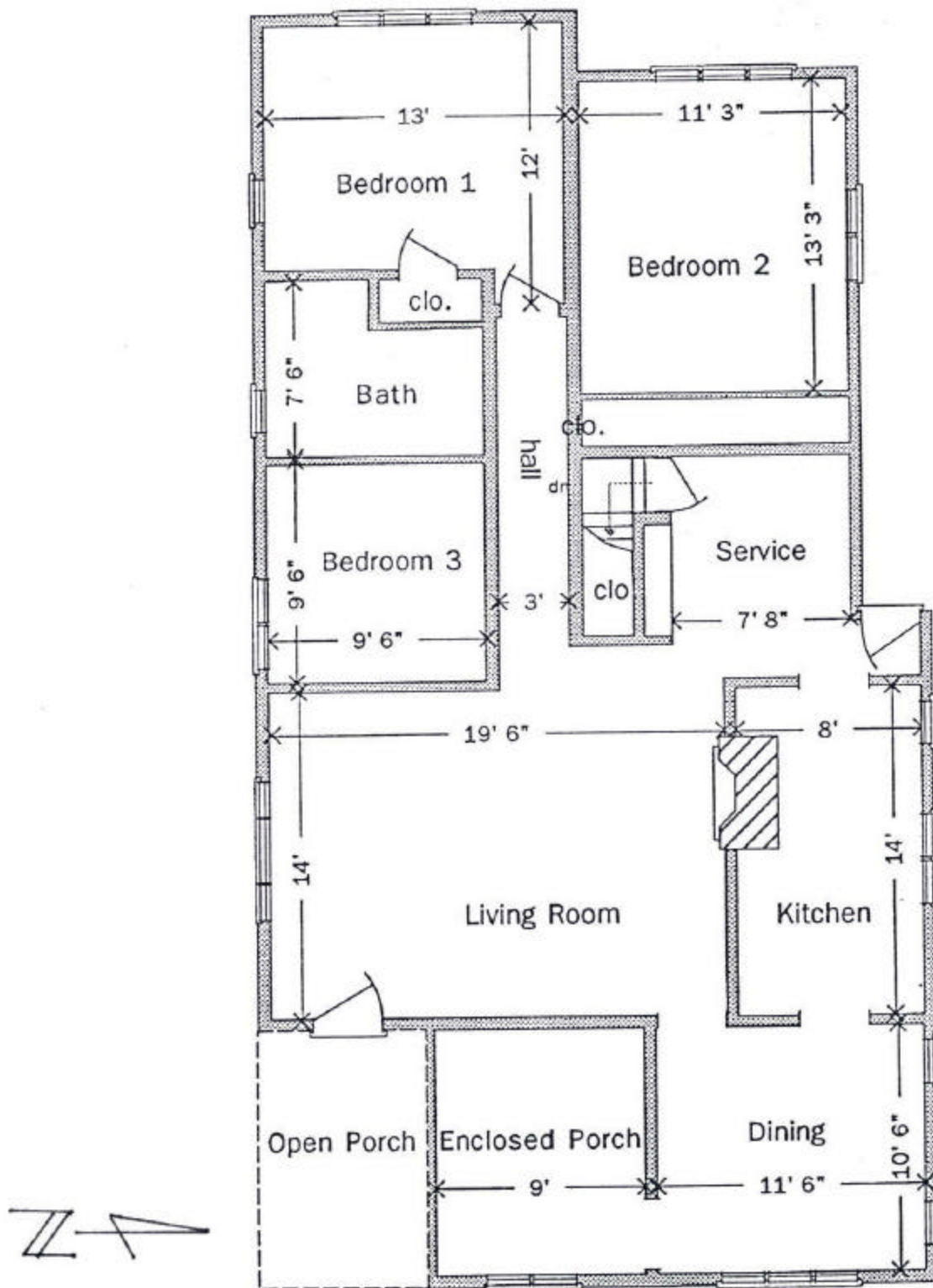
### **17. ADDITIONAL INFORMATION**

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

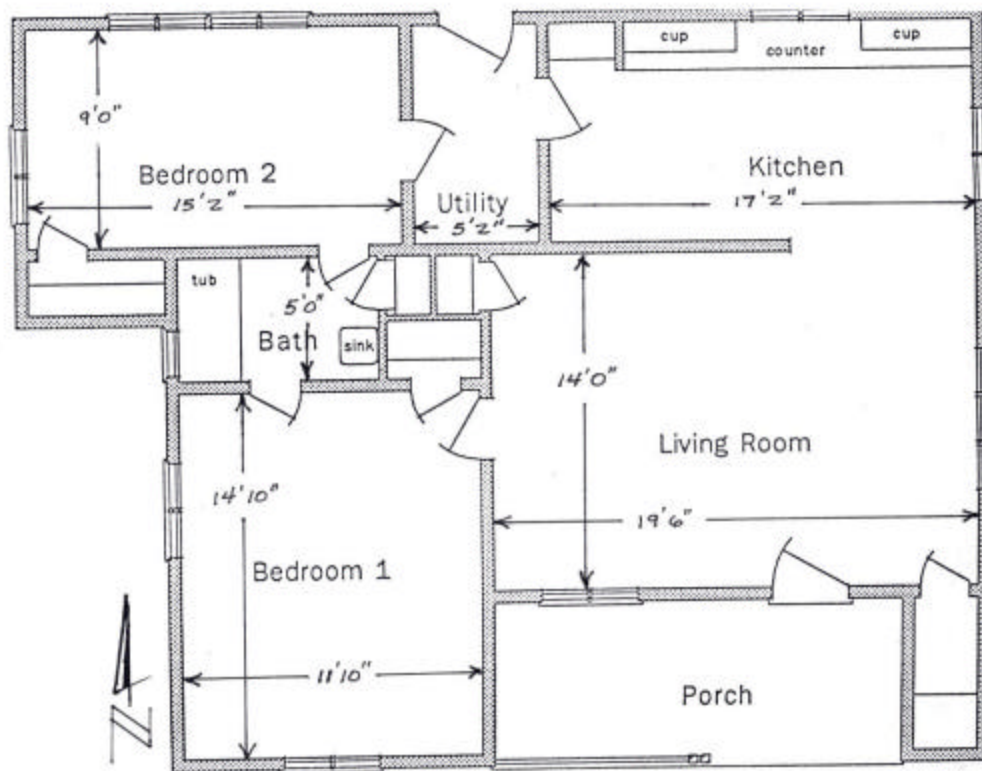
SIERRA MADRE PROPERTY





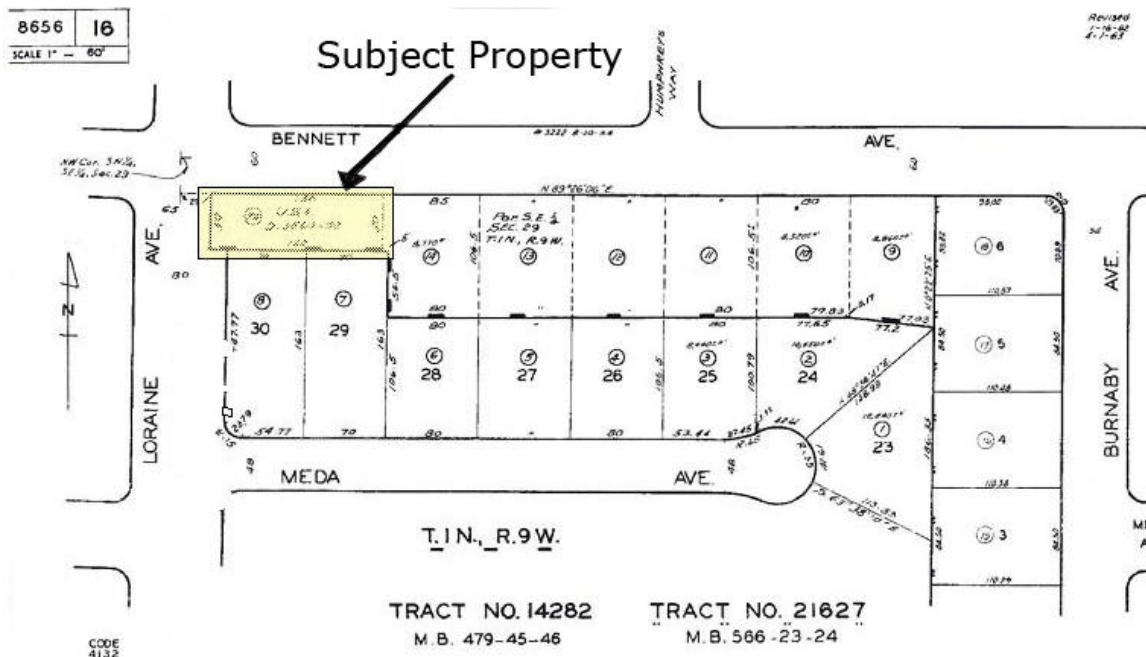


Sierra Madre Parcel A



Sierra Madre - Parcel B

## Glendora Plat Map



**BIDDER REGISTRATION AND BID FORM  
FOR PURCHASE OF GOVERNMENT PROPERTY**

**☐ SIERRA MADRE**

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Property Disposal Division  
(9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Fabian Huey

**CHECK ONE:**

☐ INITIAL BID

☐ INCREASED BID

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provision of Invitation for Bids NO. 9PR-2005-201, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

**REGISTRATION DEPOSIT:**      ☐ Parcel A \$25,000      ☐ Parcel B \$25,000      ☐ Parcel A&B \$50,000

**BID AMOUNT:**      Sierra Madre Parcel \_\_\_\_\_ \$ \_\_\_\_\_

**BID AMOUNT SPELLED OUT:** \_\_\_\_\_

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):**

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**BIDDER REGISTRATION AND BID FORM  
FOR PURCHASE OF GOVERNMENT PROPERTY**

**☐ GLENDORA**

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Fabian Huey

**CHECK ONE:**  
**☐ INITIAL BID**

**☐ INCREASED BID**

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provision of Invitation for Bids No.9PR-2005-204, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

**REGISTRATION DEPOSIT:**            **\$15,000**

**BID AMOUNT for GLENDORA:**    **\$** \_\_\_\_\_

**BID AMOUNT SPELLED OUT:** \_\_\_\_\_

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

\_\_\_\_\_  
Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):**

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

REGISTRATION DEPOSIT BY CREDIT CARD

☐ SIERRA MADRE

☐ GLENDORA

SEND THIS FORM TO:

U.S. General Services Administration  
Office of Property Disposal Division  
(9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Fabian Huey

THIS FORM MAY BE SUBMITTED BY FAX: (415) 436-7402

REGISTRATION DEPOSIT:

Sierra Madre Parcel A \$25,000.00 ☐

Parcel B \$25,000.00 ☐

Parcel A & B \$50,000.00 ☐

Glendora Parcel \$15,000.00 ☐

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the **Online Auction Instructions Page 13, Paragraph 5, Registration Deposit**. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

☐ **SIERRA MADRE**

☐ **GLENDORA**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representation)

who signed this Bid For Purchase of Government Property on behalf of the  
bidder was then \_\_\_\_\_  
(Official Title)

of said Corporation that said bid was duly signed for and on behalf of said Corporation  
authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

**(Corporate Seal Here)**

**UNITED STATES OF AMERICA ("SELLER")**  
**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Description of Real Property for Sale**

The real property is located in Sierra Madre, California and is being sold pursuant to the terms and conditions set forth in **INVITATION FOR BIDS (IFB) No. 9PR-2005-201/4**.

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

The Seller is aware that the property described in the IFB, was built before 1978, and, therefore, may contain lead-based paint. Seller has provided the purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards. The Records include:

**Purchaser's Acknowledgment**

Purchaser has received or reviewed copies of all information listed above. Purchaser has received or reviewed the pamphlet "*Protect Your Family From Lead In Your Home*." In addition, Purchaser received an opportunity (at least ten days) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right. Purchaser agrees to submit this completed form with the Bidder Registration and Bid Form or, if the high bidder, upon sale closing.

Purchaser hereby acknowledges receipt of the foregoing information and opportunity: \_\_\_\_\_  
(initial)

**Agent's Acknowledgment**

The United States General Services Administration has acted as the Agent for the Department of Agriculture in this transaction. The Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance. Agent hereby acknowledges discharging its responsibility: \_\_\_\_\_ (initial)

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature\_\_\_\_\_Date\_\_\_\_\_  
**SELLER**

Signature\_\_\_\_\_Date\_\_\_\_\_  
**PURCHASER**

Signature\_\_\_\_\_Date\_\_\_\_\_  
**AGENT**

**UNITED STATES OF AMERICA ("SELLER")  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-  
BASED PAINT HAZARDS**

**FOR TARGET HOUSING CONSTRUCTED PRIOR TO 1960**

**Description of Real Property for Sale**

The real property is located at \_\_\_\_\_ (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. 9PR-2005-210/4 to \_\_\_\_\_ (the "Purchaser").

**Lead Based Paint Hazard Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

Seller is aware that the Property was built before 1960.

**Purchaser's Acknowledgment**

Purchaser acknowledges that Purchaser has received the pamphlet "*Protect Your Family From Lead In Your Home.*" In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment: \_\_\_\_\_ (initial/date)

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
SELLER

Signature \_\_\_\_\_ Date \_\_\_\_\_  
PURCHASER